FEDERAL MARITIME COMMISSION

WASHINGTON, D.C.

DOCKET NO. 15-11

IGOR OVCHINNIKOV, ET Al

v.

MICHAEL HITRINOV ET AL

Consolidated With

DOCKET NO. 1953(I)

KAIRAT NURGAZINOV, ET Al

v.

MICHAEL HITRINOV ET AL

RESPONDENTS' REPLY TO COMPLAINANTS' RESPONSE TO RESPONDENTS' MOTION FOR JUDGMENT ON THE PLEADINGS

Respondents Empire United Lines and Michael Hitrinov reply to Complainants' Response to Respondents' Motion for Judgment on the Pleadings.

Complainants' Response is a remarkable document. It is most remarkable not for the abundant miss-statements of fact and law (some of which we correct below), or for the struthious refusal to address FMC decisions squarely against Complainants, or even for the near total reliance on regulatory regimes other than the Shipping Act. Rather, what is truly noteworthy is that Complainants do not aver, much less support, any of the facts necessary to sustain their Complaints. They do not state that they were shippers, an essential element of subject matter jurisdiction; they do not state that they paid the freight directly to Respondents,

an essential fact for standing to seek reparations; and they make scant effort to show that they meet the criteria for any of the violations they charge. As we now show, Complainants' Response simply confirms that Respondents are entitled to judgment on the pleadings.

Before proceeding to the substance, we detour briefly to clear away some of the rootless underbrush planted by Complainants. They allege that Respondents "shipped" (carried) certain automobiles from the United States to Kotka, "where they were to have been released to Complainants as purchasers." Pp. 1-2. If the documents and affidavits in this case show nothing else, they surely show that there was nothing in the transportation function involving release to Complainants, as alleged purchasers or in any other capacity. CarCont, not Complainants, was the consignee on the BOL/Dock Receipt that served as master BOL instructions from Global Auto Enterprise and on the bills of lading issued by MSC. And as Mr. Hitrinov testified under oath: (i) Global Auto Enterprise never requested Empire to release the cars, much less met the requirements for release, and (ii) Empire never had any idea to whom, if anyone, Global intended to sell the cargo.[1]

Complainants falsely and recklessly claim that Empire acted illegally as an unlicensed freight forwarder on these shipments, based on documents Empire submitted to the Census Bureau for totally different purposes. Even apart from the obvious question of how a submission under another regulatory regime can possibly determine legal status under the

[1] This is confirmed by the recently-submitted Revised Affirmation of Mr. Kapustin, principal of the Global Auto Enterprise, who states, among other things, that he selected CarCont as the consignee, that he never told Empire to whom the vehicles were sold, and indeed that he affirmatively misled Empire to believe that the cars had not been sold and would only be sold in Finland. [Revised Kapustin Aff. Para. 27-30].

Shipping Act,[2] Complainants themselves identify that status is not determined by "documentary labels," but rather by actual actions. Empire did not act as a freight forwarder on these shipments, and neither the MSC bill of lading nor the BOL/Dock Receipt with Global master instructions identified any freight forwarder, much less Empire.

In any event, Empire was expressly authorized by the Shipping Act and implementing FMC regulations to provide freight forwarder services for these shipments even without a license. 46 C.F.R 515.4(c), totally ignored by Complainants, states that a common carrier does ***not*** need a license to perform forwarding services for shipments as to which it is the carrier.

Despite the previously-documented finding of the New Jersey District Court that the "Global" entities were all alter egos of one another and part of a single Rico enterprise,[3] Complainants assert that there is no such agglomeration as the Global Auto Enterprise, but rather a group of independent companies going their own, separate ways. If true, this is fatal to Complainants' case. Complainants' only claim for any right to prosecute this proceeding rests on their alleged "purchase" of the vehicles as to which they raise claims.[4] But the entity from which they purport to have purchased the vehicles is G-Auto Sales, while the entity that actually owned the vehicles, as reflected in the Titles, was Effect Auto. If Complainants are taken at their word, they purchased the cars from the wrong entity and have no interest whatsoever in the vehicles.[5] Their sole remedy would be an action based on fraud against G-Auto.

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[2] The term "freight forwarder" means different things under different regulatory regimes. Under ICCTA, for example, it refers to the land equivalent to NVOCCs. *Ex Parte No. 598 (Exemption of Freight Forwarders in the Noncontiguous Domestic Trades)*, 2 STB 48 (STB 1997).

[3] *See* Exhibit 25 to the Hitrinov Affirmation.

[4] The evidence shows to the contrary. See pp. 12-13, below.

[5] Complainants try to paper this over by inventing a fictional agglomeration known as G Auto/Effect. They cannot have it both ways, either there is a single enterprise or separate

(Footnote continued on next page)

Despite this dispositive admission, we demonstrate that the Complaints must fail for other reasons as well.

I. THE COMMISSION LACKS SUBJECT MATTER JURISDICTION

Complainants incorrectly assert that the Commission must take all factual allegations in their Complaints as true.[6] As shown in our Motion (pp. 7-8), that maxim does not apply when the movant is making a factual challenge to subject matter jurisdiction. As the Presiding Officer has explained, "A factual attack challenges 'the existence of subject matter jurisdiction in fact, ***irrespective of pleadings,*** and ***matters outside the pleadings***, such as testimony and exhibits, are considered."[7] Or as the courts have instructed, on a factual challenge:

> [T]he trial court may proceed as it never could under 12(b)(6) or Fed.R.Civ.P. 56. Because at issue in a factual 12(b)(1) motion is the trial court's jurisdiction—its very power to hear the case—there is substantial authority that the trial court is free to weigh the evidence and satisfy itself as to the existence of its power to hear the case. In short, no presumptive truthfulness attaches to plaintiff's allegations, and the existence of disputed material facts will not preclude the trial court from evaluating for itself the merits of jurisdictional claims. *Lawrence v. Dunbar*, 919 F.2d 1525, 1529 (11th Cir. 1990).[8]

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companies. According to the Court and Mr. Kapustin, it was a single Enterprise. [Kapustin Aff. Para. 7-8].

[6] Complainants are also wrong in stating that they may rely on "findings of fact" in the Presiding Officer's Notice of Default and Order to Show Cause. Even apart from the fact that Complainants' motion was made on an ex parte basis, any "findings of fact" were necessarily neutered by the Presiding Officers subsequent Order discharging the show cause order and denying Complainants' motion for default.

[7] See, e.g., *Edaf Antillas, Inc. v. Crowley Caribbean Logistics LLC*, 33 S.R.R 710, 716 (ALJ, Admin Final 2014); *Sintrinal v. Coca-Cola Co.*, 578 F.3d 1252, 1260 (11th Cir. 2009).

[8] Moreover, despite Complainants' notions about "prima facie" showings, it is Complainants' who bear the burden of proving that subject matter exists. *DNB Exports LLC v. Barsan Global Lojistiks Ve Gumruk Musavirligi A.S.*, 32 S.R.R 550, 553; (ALJ, Admin. Final 2011); *Kokkonen v. Guardian Life Ins. Co.* 511 U.S. 375, 377 (1994); *Chandler v. State Farm Mutual Auto Insurance Co.*, 598 F.3d 1115, 1122 (9th Cir. 2010).

We demonstrated in the Motion that there is no Shipping Act jurisdiction over the Complaints for two reasons: (1) Empire acted not as an NVO, but as a beneficial cargo owner, and (2) Complainants are not within the protective scope of the Shipping Act. Complainants respond primarily by casting dust on Empire's BCO status, saying virtually nothing about FMC jurisdiction over non-shipper claims. They fail on both counts.

1. <u>Empire did not Function as an NVOCC</u>.

The evidence shows overwhelmingly that Empire had an equity interest in the vehicles and arranged transportation as a co-owner. Mr. Hitrinov stated under oath that Empire had a right of possession to 60 percent of its value in each and every Investment Vehicle brought by Global Auto Enterprise for transportation to Kotka. [Hitrinov Aff. Para 6-8]. This is reiterated by the Kapustin Affirmation. [E.g., Kapustin Aff. Para 12 ("I confirm that Empire invested 60% value into the ownership of the four vehicles at issue in these proceedings"), 13 ("at all times Global Auto Group and Empire had joint ownership of . . . the four vehicles involved in these proceedings")].

Empire's equity interest in the various Investment Vehicles is further confirmed by the documents. Exhibit 1 to the Hitrinov Affirmation is an email from him to Global Auto Enterprise saying that Empire was "ready to buy 60% of the ownership."[9] Exhibit 2 to the Hitrinov Affirmation is an email from "Svetlana" at Global Auto Enterprise asking how Empire valued the cars to calculate the 60 percent ownership. Exhibit 4 to the Hitrinov Affirmation is an email string showing that Empire refused to invest in vehicles as to which the Global Auto Enterprise did not have title, and so could not pass 60 percent ownership. See also Exhibit 10 to

[9] It also says that the cars may not be already sold to any customers, confirming again that Empire never knew about any alleged purchasers.

the Hitrinov Affirmation (Ms. Kapustina discussing Empire's "ownership" of the vehicles); Exhibit 15 to the Hitrinov Affirmation (email from Global saying it had dropped off one of the very cars at issue here (the Mercedes) as "collateral" for release of a prior vehicle"). This is equally shown by additional documents attached to the Kapustin Affirmation. Appendix 2 to the Kapustin Affirmation includes an email string between Empire and Global regarding exchange of new cars for release of existing cars and the "arrangement" between them. Appendix 5 to the Kapustin Affirmation talks about Global bringing the "finance account" to a "positive balance" by delivering cars to Empire. Finally, Appendix 15 to the Kapustin Affirmation is a January 18, 2013 letter from Mr., Kapustin authorizing Empire to "sell the cars for the best available offer" should Global Auto Enterprise fail to repay the investment, including "not distributed profit on the cars."

Complainants make no attempt to topple this evidentiary edifice. Instead, they simply sling as much mud as they can muster regarding ***other*** regulatory schemes, in the hopes that something will stick. Nothing does.

Complainants quibble that Respondents should have filled out the export declaration differently, listing Empire rather than Global Auto Enterprise as the USPPI. They cite no authority for this proposition other than their own ipse dixit, and so we counter with our own ipse dixit based on (significant) experience with export controls. Quite to the contrary, the Government is not interested in the listing of mere investors, especially temporary investors, but rather in the title holder. Moreover, the form was filed this way at Global's request. Kapustin Aff. Para 24. In any event, Complainants make no attempt to show how an alleged error (if error there be) in filling out the forms could possibly change the actual relationship of a party to the cargo for purposes of the Shipping Act.

Complainants next suggest that their allegations that "G-Auto/ Effect" contracted with Empire for transportation services with bills of lading showing the consignee as CarCont creates jurisdiction. As demonstrated above, however, allegations in a complaint have no force and effect in a factual attack on jurisdiction. More importantly, the allegation is riddled with obvious factual and legal errors. The controlling bill of lading was that issued by MSC, as requested by Global via the BOL/Dock Receipt. Empire did not, by agreement of the parties, send Global a house bill of lading. Nor, as admitted by Complainants, is there any entity such as G Auto/Effect. See Complainants' Response pp. 7 (each company was separate).[10]

Complainants pass from odd to odder, suggesting that naming Empire forwarder on the EEI somehow means that Empire was also an NVOCC. Both NVOs and BCOs use forwarders (BCOs probably more so), so a forwarder listing tells nothing about the status of the principal.

Finally, Complainants correctly note that Empire shipped these cars via its service contract with MSC, where Empire signed the shipper certificate as an NVOCC. What they do not show is why this matters. They do not, and could not, deny that a BCO is a legitimate shipper. They make no attempt to demonstrate that dual use of a valid service contract (an NVO in some cases, BCO in others) violates the Shipping Act. And they offer nothing to suggest that a shipper may certify a single contract in two capacities, or that an NVO is required to have two separate contracts – one as an NVO, the other as a BCO – if it wishes to ship cargo in which it has a beneficial interest.[11] Any such suggestion would be wholly inconsistent with the use by VOCCs of space chartered from other ocean carriers to carry their own proprietary cargo, even

[10] Global Auto Enterprise is either a combined agglomeration of all the Global companies, as the Court found and Mr. Kapustin verifies, or individual entities, as Complainants state. Either way, there was no "G-Auto/Effect."

[11] An NVO must always declare its status as such because it alerts the carrier to its obligation to assure that the NVO is compliant. 46 C.F.R. 530.6(d).

though the VOCC is by definition not an ocean carrier with regard to that cargo. This happens not infrequently, but dozens of times every day. In any event, even if Empire may have committed an inadvertent error by making dual use of the service contract, that is the concern of BOE and says nothing about the ***factual*** nature of Empire's relation to the cargo.

2. <u>Being a "Purchaser" of Goods Does Not Create Jurisdiction</u>.

Even assuming Empire was an NVO for these transactions, the Complaints would still be outside the FMC's regulatory ambit. As the Motion shows, FMC subject matter jurisdiction turns not just on the nature of the respondent, but also on the nature of the complainant. In particular, the FMC's adjudicatory jurisdiction over carrier respondents is limited to claims brought by shippers (including consignees). Complainants do not assert any such status; rather, they affirmatively confirm that they are not shippers. See Response p. 2 (Complainants were "not identified as shippers of record" in the shipping documents).[12]

Complainants offer a series of suggestions why they may nevertheless bring their alleged grievances before the FMC. None withstands scrutiny.

First, Complainants assert that the Presiding Officer has already ruled twice on this matter. Without dignifying Complainants' inability to distinguish between holdings and statements, the Presiding Officer himself has foreclosed this argument. In his May 24, 2016 Order Discharging the Show Cause Proceeding (p. 5), the Presiding Officer identified the issue of jurisdiction as remaining very much in play:

> "Hitrinov and Empire's contention[] . . . that the Commission lacks subject matter jurisdiction [is] more appropriately reached at a later stage of this proceeding."

[12] To like effect see the shipping documents produced by Complainants, in particular the Dock Receipts/Master Bills of Lading they received from Global showing Empire as shipper and CarCont as consignee and the letters written by the individual Complainants identifying the same and that Complainants were not named at all on the BOLs.

Likewise, the Presiding Officer recently ordered the parties to supplement the record to address subject matter jurisdiction. June 29, 2016 Order to Supplement Record.

Complainants suggest that there is subject matter jurisdiction despite their lack of relationship to the transportation agreement because Empire is an NVOCC and the Complaints assert violations of the Shipping Act. Under that theory, almost anyone could use the FMC to settle grievances with a carrier (or an MTO or OTI). Anyone could go to a terminal, claim to be the purchaser of the expensive pharmaceuticals in a specific container, demand that the container be released to them, and file a complaint if the terminal declined (as it surely would). Even more broadly, entities that provide bunker fuel or other goods/services to carriers could assert claims for refusal to negotiate or for unreasonable practices. Not surprisingly, this absurd proposition is flatly inconsistent with FMC law.

Complainants simply ignore the holding in *Sea-Land Dominica, S.A. v. Sea-Land Service, Inc.* 26 S.R.R 578, 581 (FMC 1993), that "[t]he 'any' person language in Section 11 of the 1984 Act . . . is procedural in nature and does not give the Commission any jurisdiction over a particular subject matter." There, the FMC concluded that it had no jurisdiction over a complaint asserting violations of the very same provision asserted here by Complainants (Section 10(d)(1)) brought against the carrier by its agent (an entity not a shipper yet integrally involved in the carrier's transportation operations). Thus, contrary to Complainants' argument, the respondent there was a regulated entity acting as such, and the complainant charged a violation of the Shipping Act, but the FMC found no jurisdiction because the relationship between the parties was not shipper/carrier. The same is true here, and *Sea-Land Dominica* is thus controlling precedent.

Complainants likewise keep their heads firmly in the sand with respect to the Commission's jurisdictional holding in *Cargill v. Waterman SS Corp.,* 21 S.R.R 287 (FMC 1981), mentioning the decision only in passing (and inaccurately at that) in connection with the issue of standing. In *Cargill*, the FMC held, directly contrary to Complainants' theory, that the Commission does ***not*** have subject matter jurisdiction over claims of Shipping Act violations brought by entities that did not deal ***directly*** with the carrier in connection with its common carrier function:

> "Although Cargill is a "person" and therefore included in the literal language of Section 16 First, the Presiding Officer recognized that the statute was not intended to subject ocean carriers to liability for all economic injuries factually connected to their ratemaking practices. Liability must end at some sensible, reasonably foreseeable point. In cases arising under former Section 3 of the Interstate Commerce Act, ***only persons which otherwise deal directly with common carriers in their capacity as such have been entitled to protection.***" *Id.* at 300 (citations omitted).[13]

Both these decisions explicitly aligned the FMC with similar cases under the Interstate Commerce Act (after which the Shipping Act was modeled) holding that claims against carriers could be brought only by "shippers or those who act as shippers in particular transactions."

II. COMPLAINANTS LACK STANDING TO SEEK REPARATIONS

Standing to seek reparations from a carrier extends only to those who directly paid that carrier (see Motion pp. 13-14):

[13] See, e.g., *Puerto Rico Ports Authority v. FMC*, 919 F.2d 799 (1st Cir. 1990) (holding hat even though the Puerto Rico Port Authority was an admitted marine terminal operator subject to the Act, the FMC lacked jurisdiction over a Shipping Act complaint because PRPA did not act as an MTO with respect to the specific transactions at issue); *Auction Block Co. v. The City of Homer*, 33 S.R.R 589 (FMC 2014) (holding that it had no jurisdiction over a complaint charging a regulated MTO with violations of Section 10(d)(1), because respondent was not acting as an MTO at the facility where it served complainant). Complainants do not even mention, much less attempt to distinguish, those cases.

> "Uniformly, the rule has been deemed to require rejection of reparations claims by persons who . . . claim reparations by arguing that the direct payor passed the charges on to it." *The Government of the Territory of Guam v. Sea-Land Service, Inc.*, 28 S.R.R 894, 902 (ALJ, Admin. Final 2002) (consignees who paid mainland shippers lacked standing to claim reparations).
>
> "[A] complainant must show that that he has paid the freight or has succeeded to the claim in a valid fashion, such as by assignment." *Trane Co. v. South African Marine*, 19 FMC 375, 378, n.9 & accompanying text (Init. Dec., adopted 1976).

Indeed, the Commission has held that even a corporate parent or affiliate may not assert a claim for reparations if it was not the entity that actually paid the carrier. *Stauffer Chemical Europe S.A.*,, 27 S.R.R 417, 419 n.2 (FMC 1995) ("complainant, not merely its corporate affiliate, parent, or subsidiary, must produce evidence that it has either paid the freight or has validly succeeded to the claim"); *3M* v. *Hapag Lloyd*, 20 S.R.R 1020, 1021 n.3 (FMC 1981).

Complainants do not mention any of these cases. Instead, they obfuscate by mis-describing cases having nothing to do with reparations.

Complainants focus entirely on decisions regarding standing to file a complaint, as opposed to standing to receive reparations.[14] Under the Shipping Act, the two have always been different, as evidenced by the quotes and cases above. Thus, for example, in the *Guam* case that Complainants ignore, the consignees who did not pay the carriers directly did have standing to assert a violation for purposes of potential prospective remedies (such as a cease and desist order) but did not have standing to seek the retrospective relief of reparations.[15]

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[14] We also note that Complainants have misquoted the current version of Section 11(a), codified at 46 U.S.C. § 1710. The provision does not in fact refer to "any" person, but rather to "a" person. We do not claim that this makes any substantive difference. Rather, it simply underscores Complainants' inattentive approach to the law.

[15] In theory, Complainants could continue to prosecute this action for prospective, non-monetary, relief, if any such relief were available. But Complainants have not requested any such relief and no such relief could be granted given that there are no ongoing relations between

(Footnote continued on next page)

Moreover, Complainants patently misstate the few cases they do discuss. They cite *Cargill*, supra, for example, for the proposition that an entity that was not a shipper and suffered no direct injuries had standing to prosecute a discrimination case. What Complainants ignore, however, is that; (1) the case did ***not*** include a claim for reparations [21 S.R.R at 288], (2) the Commission allowed standing only because Cargill was the functional equivalent of a shipper under the "unusual, and possibly unique" system used by the federal government for the shipment of bulgar [Id. at 300], and (3) the complaint was dismissed precisely because Cargill had not shown any injury to itself [Id. at 289, 301, 304]. Thus, *Cargill* actually refutes Complainants' standing to seek reparations.[16]

In short, Complainants have provided precisely nothing to buttress their claim to standing. They acknowledge that they did not pay anything to Empire, but, like the consignees in the *Guam* case, claim (it appears falsely) that they paid the person who did pay Empire.[17] Nor do they claim any sort of "unusual, perhaps unique" position making them the functional

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Empire and any of the Complainants within the jurisdiction of the FMC (other than this proceeding).

[16] Complainants' other cases are even more unavailing. *Sea-Land Dominica*, supra, is irrelevant because it did not address the issue of standing to seek reparations. *Chilean Nitrate Sales Corp. v. Port of San Diego*, 24 S.R.R 920 (FMC 1988), is likewise of no import both because the respondent was not a carrier, but an MTO, and, more importantly, because complainant there did have a direct, regulated relationship with the respondent MTO. Complainants' citation to *Streak Products, Inc. v. UTi, United States, Inc.*32 S.R.R 1959 (ALJ 2013), is especially puzzling, because in that case the complainant ***did*** pay the ocean freight directly to respondent, and the Presiding Officer made the same distinction Respondents do here between standing for claims of violation and standing to seek reparations. Id. at 1963.

[17] Even this appears to be untrue. According to Mr. Kapustin, Complainants to this day owe Global money for transportation costs, which as explained on the Global website and stated in Global's terms and conditions, were not included in the vehicle price, but to be separately above and beyond the vehicle price. See, e.g., Revised Kapustin Affirmation Para. 34-36. While Respondents certainly do not vouch for Mr. Kapustin's credibility, his assertions in this respect are backed up by documents. See e.g, Kapustin App. 11, 12, 20 (a Global dialogue with one of the Complainants explaining that the price did not include transportation).

equivalent of a shipper. Rather, they were ***at most*** garden variety purchasers from a company (Global Auto Enterprise) that failed to deliver.

We say "at most" because there is considerable doubt whether Complainants own, or even fully paid for, the vehicles at issue. As identified in the Hitrinov Affirmation, there are substantial discrepancies in, and questions raised by, Complainants' own shipping documents, and none of the Complainants has produced a title in his/her name or the DMV certificate of sale required by the State of New Jersey. Hitrinov Aff. Para. 37-52.[18] Mr. Kapustin states even more strongly that "each Complainant still owes money [for the vehicle] to the Global Auto Group." [Kapustin Aff. Para 31] And perhaps more tellingly, for every one of the vehicles at issue there are other purported "owners" who presented very similar invoices showing purchase of the exact same vehicles. **Attachments A - D**. It appears that Complainants must first stand in line to establish priority of purchase before going after the real villain – Mr. Kapustin.

Accordingly, Complainants lack standing to seek reparations in this matter, and as no other relief is requested or possible, the Complaints should be dismissed.

III. COMPLAINANTS FAIL TO STATE A CLAIM FOR REPARATIONS

The Complaints in these cases asserted violations under 11 different sections of the Shipping Act, including many that were not conceivably relevant because they apply only to MTOs or controlled carriers, or require elements that Complainants nowise allege.

[18] A few examples: (i) the purported wire transfer from Ms. Rzaeva states that it was a "GIFT." (ii) There are two separate invoices for the GMC Acadia, oddly both with the same invoice number, the purported payment documents reference another GMC Acadia, and the title for the vehicle shows that it was not even owned by Global until months after the purported delivery in Finland. (iii) The title for the Mercedes is not in the name of either Global or Complainant, but rather the unknown "Daimler Trust." (iv)The Camry, like the Acadia, has multiple invoices for different vehicles.

Complainants have now abandoned virtually all of their claims, mentioning them nowhere in their Response. In their section on statement of a claim (pp. 16-18), they address only a single section – section 10(d)(1). And even there, they offer only vague generalizations, rather than any meaningful attempt to show how the alleged facts make out a violation.

Complainants begin with a total misstatement of the law. The old *Conley* dictum about proving no set of facts has long since been replaced by the modern standards of *Twombly* and *Iqbal*. As the Commission has identified, the current standard is as follows:

> "To survive a motions to dismiss for failure to state a claim under Rule 12(b)(6), a complaint must contain sufficient factual matter, accepted as true, 'to state a claim to relief that is plausible on its face." *Mitsui O.S.K. Lines, Ltd. v. Global Link Logistics, Inc.*, 32 S.R.R. 126, 136 (FMC 2011); (quoting in part from *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

And in order for a claim to be "plausible," the Complaint must allege "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal,* 566 U.S. 662, 677 (2009).

Complainants have failed to make out a viable section 10(d)(1) claim under any standard. It is indisputably an unreasonable practice to release cargo to anyone other than the named consignee or the holder of the bill of lading. *Bimsha International v. Chief Cargo Services, Inc.*, 32 S.R.R 353 (Init. Dec. 2011), affirmed 32 S.R.R 1861 (FMC 2013). How then can it also be an unreasonable practice not to release cargo to someone who is neither?[19]

Moreover, Complainants do not deny that Empire had permission to sell the cars from the only entity that mattered – Global Auto Enterprise – the very entity that held title to the vehicles, that arranged and paid for the transportation, and that was to purchase Empire's

[19] Ironically, Complainants cite *Bimsha* in claiming that Empire violated the Shipping Act by selling three of the cars, without apparently realizing that this invalidates their own claim.

interest in the vehicles and receive them (through Global Cargo Oy) via CarCont in Finland. Appendix 19 to the Kapustin Affirmation is a January 18, 2013 letter from Mr. Kapustin to Empire stating an intention "to return 422,108 USD used by Global to buy 45 cars," and authorizing Empire to sell the cars if the money was not returned:

> "[I]f [the] money . . . is not returned by . . . January 27 Empire can sell 45 cars as listed from CarCont in Kotka. . . . Empire may sell the cars for the best available offer. The funds from cars sale should be used to cover $422,000 and all other outstanding including not distributed profit."

Furthermore, under Complainants' view of reasonableness, anybody with any indicia of possible purchase can walk into any terminal demanding that the cargo be released to him or her – without an original bill of lading, without title in his/her name, without being named as consignee, and without any instructions from the shipper. The terminal then acts at its own peril in determining the status of this stranger – if it releases the cargo it has violated its Shipping Act duty to its shipper, as the Presiding Officer held in *Bimsha*; and if it does not release the cargo, then Complainants say it has violated a Shipping Act duty to the putative purchaser. And that would be true even if the carrier were faced with multiple claimants waving similar documents of purchase. As Charles Dickens famously observed: if that is the law, then "the law is a ass – a idiot."[20]

Complainants also cite – or rather mis-cite – a single case that they claim supports their position that a purported "owner" of cargo may state a claim against an NVOCC that transported the cargo for someone else. *Houben v. World Moving Services, Inc.*, 31 S.R.R 1400, 1405 (FMC 2010). They are wrong.

[20] C. Dickens, *Oliver Twist* (1838).

Unlike the instant proceeding, *Houben* was a dispute brought against an NVOCC by the ***actual*** shipper, not by a stranger to the shipping transaction. Moreover, the shipper there had met all its obligations for release (as Global did not), but the NVOCC withheld destination charges that had been fully paid to it directly by the shipper. *Houben* is thus flatly at odds with the facts of the current matter.

Two of the cases cited by Complainants in their section addressed to standing are actually more relevant to their failure to state a claim. *Petra Pet, Inc. v. Panda Logistics*, 33 S.R.R 4 (FMC 2013); *Bernard & Weldcraft Welding Equipment v, Supertrans International, Inc*., 29 S.R.R 1348 (Init. Dec., Admin Final 2003)[21]. Neither case offers Complainants any comfort or support. As in *Houben*, the complainant in each of these cases: (i) was the actual, named shipper, not some stranger claiming to be the purchaser, and (ii) had fully met its own obligations. In *Bernard & Weldcraft*, for example, the NVOCC refused to release cargo to the consignee named on the bill of lading, even though the complainant/shipper had paid all charges. *Petra-Pet* involved similar facts, as did all of the cases cited by the two opinions. Thus, none of the cases was about the rights of "an innocent cargo owner," as Complainants quaintly state, but rather, was about the rights of the actual shipper and actual consignee parties to the transportation contract.

One cannot quarrel with the only proposition demonstrated by those cases – that a carrier must carry out its delivery responsibilities to the shipper/consignee parties to the contract of affreightment. But there is nothing to support the novel proposition that this delivery obligation extends to those not party to the transportation agreement whose claims are based

[21] Complainants' pin cite to this opinion seems to be wrong. It appears that Complainants meant to reference pp. 1354-55, not 1353-54.

merely on purported purchases of the cargo. Complainants cite nothing – neither cases nor legislative history – to show that Congress intended the "Shipping" Act to extend that far.[22]

Finally, although not mentioned in their section on failure to state a claim, Complainants elsewhere make a very brief, non-substantive, reference to Section 10(b)(10), 46 U.S.C. 41104(10). While Complainants' failure to address the substantive requirements of the section constitutes abandonment, their argument is in any event inapplicable for essentially the same reason as Section 10(d)(1). Complainants posit that common carriers are required to negotiate with any entity that comes its way, irrespective of what, if any, role the complainant plays in the transportation process. Under this theory, common carriers would be required to negotiate release with anyone purporting to be, or an, owner. Ocean Carriers would be required to enter into vessel-sharing arrangements, or at least seriously negotiate with, any other carrier upon request. An NVOCC such as Empire would violate the Shipping Act if it declined to negotiate lease modifications requested by its landlord, and so on. To our knowledge, the requirement to negotiate has only been applied to specific relationships directly protected by the Shipping Act – e.g., carrier and shipper, MTO (or terminal service provider such as tug service) and Port. We are aware of nothing, and Complainants cite nothing, suggesting that Congress intended to impose a wide-ranging obligation to negotiate with anyone who asks and in particular nothing suggesting that Congress meant to make carriers arbiters at their own peril of when a putative purchaser not named on the shipping documents, without the original bill of lading, without

[22] It should be noted, moreover, that Complainants do not allege that they presented their invoices and wire transfers to Respondents, and indeed they did not. And even if they had, how is a terminal or carrier to evaluate, without a court order, whether the documents are sufficient to show ownership and release cargo to someone not authorized by the shipping arrangement, especially when there are discrepancies and competing claims.

instructions from the actual shipper, and without a certificate of title, is nevertheless entitled to the cargo in violation of the shipping contract.

In any event, even if such an obligation did exist, it could hardly be unreasonable for a carrier to follow the law as explained in *Bimsha* and release cargo only in accordance with the shipper's instructions. More specifically, Complainants apparent demand that Respondents re-issue the bills of lading in their names so that Complainants could obtain release of the cargo is contrary to FMC law. *Kobel v. Hapag-Lloyd, A.G.*, Docket No. 10-06 Order Affirming Remand Initial Decision (FMC May 26, 2015).

CONCLUSION

For the foregoing reasons, Respondents respectfully request the Presiding Officer to grant Respondents' Motion for Judgment on the Pleadings and dismiss the Complaints.

Respectfully submitted,

Eric Jeffrey
Anjali Vohra
Nixon Peabody LLP
799 9th Street, N.W., Suite 500
Washington, D.C. 20001
202-585-8000

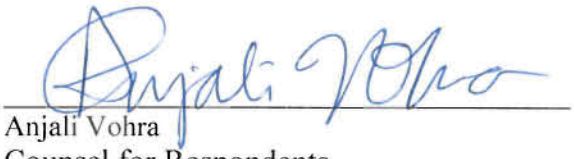
CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Respondents' Reply to Complainants' Response to Respondents' Motion for Judgment on the Pleadings by express courier to the following:

Marcus A. Nussbaum, Esq.
P.O. Box 245599
Brooklyn, NY 11224
Marcus.nussbaum@gmail.com

Seth M. Katz, Esq.
P.O. Box 245599
Brooklyn, NY 11224

Dated at Washington, DC, this 26th day of July, 2016.



Anjali Vohra
Counsel for Respondents

ATTACHMENT A

G-Auto Invoice
(GMC Acadia)

G-Auto Sales, Inc.

Agreement-Invoice

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Date: 12/218/2012 (sic)
Invoice No.: 99076

Account details:
Bank name: Citizen Bank
Bank address: 1 Citizen Drive
Riverside, RI 02915

Account No.: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Buyer:
Last name, First, etc.: AK INVESTOR
Address: Finalnd (sic)

Note to all clients. After transfer of money, send confirmation (your name, sum, parking lot number or last 6 digits of the VIN) in an email addressed to the accountant: account@globalautousa.com	Before taking your vehicle, you must give the full name of the agent who will be taking the vehicle to the accountant. There will be a 15 Euro fine if you do not do this.

Amount	Lot No.	Year		VIN	Price	Sum
1	15095	2010	GMC Acadia	1GKLVNED6AJ138200	**26,900**	**26,900**
1	14653	2009	MB C300	WDDGF81X49R073295	**17,000**	**17,000**
				deposit	**43,000**	**43,000**
					Discount (if given)	
					Fee, placed by our bank for the money transfer	**20**
					Subtotal	
					TOTAL:	**920**

[signature]

Michael Goloverya

President of G Auto Sales, Inc.

1. Advance fee from the Purchaser is not considered the final vehicle payment, but guarantees the vehicle is set aside within a time frame which has been discussed separately.
2. In case of pre-payment and untimely payment of the full cost of the vehicle, G Auto Sales, Inc. reserves the right to sell the vehicle.
3. In case of dissolution of the vehicle purchase contract by the Purchaser, the client will receive a credit from the company or reimbursement with a deduction of 10% of the cost of the vehicle.
4. By reserving a vehicle on the G Auto Sales, Inc. website, the Purchaser confirms that he has been informed of the policies of the automobile purchase-sales rules and agrees with them.
5. All bank fees and bank mediator commissions are to be covered by the Purchaser.
6. G Auto Sales, Inc. guarantees the legitimate and legal transaction of vehicle sales.
7. The Purchaser has to order a clearance certificate at an accounting company within 5 business days.
8. The client undertakes to pay for port costa and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions regarding payment, email: account@globalautousa.com

G-Auto Sales, Inc. Договор-Инвойс

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Дата: **12/218/2012**
Инвойс №: **99076**

Банковские реквизиты:

Название банка: Citizens Bank
Адрес банка: 1 Citizens Drive
Riverside, RI 02915

№ счёта: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Покупатель:

ФИО: АК ИНВЕСТОР
Адрес: Finalnd

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@*globalautousa.com*

Перед тем как забирать свой автомобиль, обязательно закажите **откепление** - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. **Без откепления будет взыматься штраф в размере 15 евро.**

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2010	GMC Acadia	1GKLVNED6AJ138200	26900	26900
1	14653	2009	MB C300	WDDGF81X49R073295	17000	17000
				deposit	**43000**	**43000**
					Скидка (если предоставлена)	
					Издержки, взымаемые нашим банком за перевод денег	20
					Произведена оплата	
					ИТОГО:	**920**

Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок , обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.
Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc . Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5.Все банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
6.Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать откепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@*globalautousa.com*

ATTACHMENT B

G-Auto Invoice
(Jeep Compass)

G-Auto Sales, Inc.

Agreement-Invoice

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075

Date: 10/29/2012
Invoice No.: 99015

Account details:
Bank name: Citizen Bank
Bank address: 1 Citizen Drive
Riverside, RI 02915

Buyer:
Last name, First, etc.: Kirzner, Roman
Address: Lunacharskogo Blvd, House # 100, Apt. 60
St. Petersburg, Russian Federation

Account No.: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Note to all clients. After transfer of money, send confirmation (your name, sum, parking lot number or last 6 digits of the VIN) in an email addressed to the accountant: account@globalautousa.com	Before taking your vehicle, you must give the full name of the agent who will be taking the vehicle to the accountant. There will be a 15 Euro fine if you do not do this.

Amount	Lot No.	Year		VIN	Price	Sum
1	15064	2011		1J4NFSFB7BD282296	$17,900	$17,900
				paid	$17,900	$17,900
					Discount (if given)	
					Fee, placed by our bank for the money transfer	$20
					Subtotal	
					TOTAL:	$20

[signature]

Michael Goloverya

President of G Auto Sales, Inc.

1. Advance fee from the Purchaser is not considered the final vehicle payment, but guarantees the vehicle is set aside within a time frame which has been discussed separately.
2. In case of pre-payment and untimely payment of the full cost of the vehicle, G Auto Sales, Inc. reserves the right to sell the vehicle.
3. In case of dissolution of the vehicle purchase contract by the Purchaser, the client will receive a credit from the company or reimbursement with a deduction of 10% of the cost of the vehicle.
4. By reserving a vehicle on the G Auto Sales, Inc. website, the Purchaser confirms that he has been informed of the policies of the automobile purchase-sales rules and agrees with them.
5. All bank fees and bank mediator commissions are to be covered by the Purchaser.
6. G Auto Sales, Inc. guarantees the legitimate and legal transaction of vehicle sales.
7. The Purchaser has to order a clearance certificate at an accounting company within 5 business days.
8. The client undertakes to pay for port costa and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions regarding payment, email: account@globalautousa.com

G-Auto Sales, Inc.

Договор-Инвойс

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075

Дата: **10/5/2012**
Инвойс №: **98324**

Банковские реквизиты:
Название банка: Citizens Bank
Адрес банка: 1 Citizens Drive
Riverside, RI 02915

№ счёта: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Покупатель: Рзаева Ирина Владимировна
ФИО: Рзаева Ирина Владимировна
Адрес: РФ,г.Сыктывкар,ул.Сорвачёва,д.18,кв.1

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@*globalautousa.com*

Перед тем как забирать свой автомобиль, обязательно закажите **открепление** - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. **Без открепления будет взыматься штраф в размере 15 евро.**

Кол-во	Лот №	Год		VIN	Цена за ед.	Сумма
1	15064	2011		1J4NF5FB7BD282296	$15,900	$15,900
					Скидка (если предоставлена)	
					Издержки, взымаемые нашим банком за перевод денег	$20
					Произведена оплата	
					ИТОГО:	**$15,920**

G - AUTO SALES, INC. INCORPORATED 2012 NEW JERSEY

Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок , обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.
Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc . Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5.Все банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
6.Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7.Покупатель должен заказать открепительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8.Клиент обязуется оплатить портовые расходы и расходы по складу в г.Котка

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@*globalautousa.com*

ATTACHMENT C

G-Auto Invoice
(Mercedes Benz)

G-Auto Sales, Inc.

Agreement-Invoice

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Date: 12/218/2012 (sic)
Invoice No.: 99076

Account details:
Bank name: Citizen Bank
Bank address: 1 Citizen Drive
Riverside, RI 02915

Account No.: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Buyer:
Last name, First, etc.: AK INVESTOR
Address: Finalnd (sic)

Note to all clients. After transfer of money, send confirmation (your name, sum, parking lot number or last 6 digits of the VIN) in an email addressed to the accountant: account@globalautousa.com	Before taking your vehicle, you must give the full name of the agent who will be taking the vehicle to the accountant. There will be a 15 Euro fine if you do not do this.

Amount	Lot No.	Year		VIN	Price	Sum
1	15095	2010	GMC Acadia	1GKLVNED6AJ138200	**26,900**	**26,900**
1	14653	2009	MB C300	WDDGF81X49R073295	**17,000**	**17,000**
				deposit	**43,000**	**43,000**
					Discount (if given)	
					Fee, placed by our bank for the money transfer	**20**
					Subtotal	
					TOTAL:	**920**

[signature]

Michael Goloverya

President of G Auto Sales, Inc.

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5. All bank fees and bank mediator commissions are to be covered by the Purchaser.
6. G Auto Sales, Inc. guarantees the legitimate and legal transaction of vehicle sales.
7. The Purchaser has to order a clearance certificate at an accounting company within 5 business days.
8. The client undertakes to pay for port costa and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions regarding payment, email: account@globalautousa.com

G-Auto Sales, Inc. Договор-Инвойс

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Дата: **12/218/2012**
Инвойс №: **99076**

Банковские реквизиты:

Название банка: Citizens Bank
Адрес банка: 1 Citizens Drive
Riverside, RI 02915

№ счёта: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Покупатель:

ФИО: АК ИНВЕСТОР
Адрес: Finalnd

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@*globalautousa.com*

Перед тем как забирать свой автомобиль, обязательно закажите **откепление** - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. **Без откепления будет взыматься штраф в размере 15 евро.**

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15095	2010	GMC Acadia	1GKLVNED6AJ138200	26900	26900
1	14653	2009	MB C300	WDDGF81X49R073295	17000	17000
				deposit	**43000**	**43000**
					Скидка (если предоставлена)	
					Издержки, взымаемые нашим банком за перевод денег	20
					Произведена оплата	
					ИТОГО:	**920**

Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок , обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, клиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.
Возврат производится после продажи автомобиля другому клиенту.
4. Зарезервировав автомобиль на сайте компании G Auto Sales, Inc . Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
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8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@*globalautousa.com*

ATTACHMENT D

G-Auto Invoice
(Toyota Camry)

G-Auto Sales, Inc.

Agreement-Invoice

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Date: 12/5/2012
Invoice No.: 68789

Account details:
Bank name: Citizen Bank
Bank address: 1 Citizen Drive
Riverside, RI 02915

Buyer:
Last name, First, etc.: Andrey Sudakov
Address: a_sudakov@mail.ru

Account No.: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Note to all clients. After transfer of money, send confirmation (your name, sum, parking lot number or last 6 digits of the VIN) in an email addressed to the accountant: account@globalautousa.com	Before taking your vehicle, you must give the full name of the agent who will be taking the vehicle to the accountant. There will be a 15 Euro fine if you do not do this.

Amount	Lot No.	Year		VIN	Price	Sum
1	15212	2010	Toyota Camry	4T1BE46K19U306703	**13,300**	**13,300**
				payment	**13,300**	**13,300**
					Discount (if given)	
					Fee, placed by our bank for the money transfer	**30**
					Subtotal	
					TOTAL:	**30**

[signature]

Michael Goloverya

President of G Auto Sales, Inc.

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7. The Purchaser has to order a clearance certificate at an accounting company within 5 business days.
8. The client undertakes to pay for port costa and warehouse costs in Kotka City.

Thank you for your cooperation!

If you have any questions regarding payment, email: account@globalautousa.com

G-Auto Sales, Inc. Договор-Инвойс

www.GAUTOUSA.com
G Auto Sales, Inc.
150-1 Carriage Lane, Delran, NJ 08075
+ 7 (495) 721-8449
+ 7 (812) 336-4264
kotkacars@gmail.com
cars@globalautousa.com

Дата: **11/29/2012**
Инвойс №: **67936**

Банковские реквизиты:

Название банка: Citizens Bank
Адрес банка: 1 Citizens Drive
Riverside, RI 02915

№ счёта: 6236012168
ABA: 036076150
SWIFT CODE: CTZIUS33

Покупатель:

ФИО: Андрей Судаков
Адрес: a_sudakov@mail.ru

Убедительная просьба ко всем клиентам. После перевода денег отправляйте подтверждение (Ваше имя, сумма, номер лота или последние 6 цифр VIN) на e-mail адрес бухгалтерии: account@*globalautousa.com*

Перед тем как забирать свой автомобиль, обязательно закажите **откребление** - сверьтесь с бухгалтерией и сообщите ФИО человека, который будет забирать авто. **Без откребления будет взыматься штраф в размере 15 евро.**

Кол-во	Лот №	Год	Марка/модель	VIN	Цена за ед.	Сумма
1	15212	2010	Toyota Camry	4T1BE46K19U306703	**13300**	**13300**
				deposit	**13300**	**13300**
					Скидка (если предоставлена)	
					Издержки, взымаемые нашим банком за перевод денег	**30**
					Произведена оплата	
					ИТОГО:	**30**

Майкл Головеря,
Президент компании G Auto Sales, Inc.

1. Предоплата со стороны Покупателя не является окончательной покупкой автомобиля, а гарантирует его бронирование на определенный срок , обговариваемый отдельно.
2. В случае внесенной предоплаты и несвоевременной доплаты полной стоимости автомобиля, компания G Auto Sales, Inc. оставляет за собой право выставить неоплаченный авто на продажу.
3. В случае расторжения договора на приобретение автомобиля со стороны Покупателя, склиент получает кредит с компанией или возврат денежных средст за вычетом 10% от стоимости автомобиля.
Возврат производится после продажи автомобиля другому клиенту.
4.Зарезервировав автомобиль на сайте компании G Auto Sales, Inc . Покупатель подтверждает, что ознакомился с правилами оформления сделки купли-продажи автомобиля и согласен с ними.
5.Все банковские затраты и комиссии бнков-посредников оплачиваются покупателем.
6.Компания G Auto Sales, Inc. гарантирует легитимность и законность происхождения продаваемых автомобилей.
7. Покупатель должен заказать откребительное удостоверение за 5 рабочих дней в бухгалтерии компании.
8. Клиент обязуется оплатить портовые расходы и расходы по складу в г. Котка

Благодарим за сотрудничество!

Если у Вас возникли вопросы по оплате, пишите на email: account@*globalautousa.com*